



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 03/21/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Arivaca Coordinating Council/Arivaca Human Resource Group, Inc.

***Project Title/Description:**

Arivaca Coordinating Council/Arivaca Human Resource Storage Facility
HUD CDBG Community Public Facility Activity (LMA)

This contract can be found in OnBase by searching Contracts CT-CR-22-197 Amendment 1 in DOC_ID_AMS

***Purpose:**

The project will provide increased storage space for perishable food items, improve the ability to distribute perishable foods and expand ability to provide freshly prepared meals to persons and families who live in and around the Arivaca area of unincorporated Pima County. Due to the ongoing pandemic and increase in material costs, subrecipient is unable to complete all work as scheduled and more time and funding is required.

Attachment Contract Number CT-CR-22-197 Amendment 1

***Procurement Method:**

This Subrecipient Agreement is a non-procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Goal: Create suitable, safe and healthy living environments for low-to moderate-income individuals and households in Pima County.

Predicted outcome: The Project will increase food security promoting and supporting individual and family sustainability and better health.

***Public Benefit:**

The Project will meet the HUD CDBG National Objective to assist low- to moderate-income individuals and families residing in and around the Arivaca area of unincorporated Pima County by increasing food security through access to fresh produce and food distribution.

***Metrics Available to Measure Performance:**

At a minimum, Subrecipient will provide food or prepared meals or both to 215 individuals per year at the Facility.

***Retroactive:**

Yes, to January 1, 2023. Agreement is retroactive due to the complexity of the grant, requiring a more in-depth review and discussion with GMI regarding the processing of grant funded contract amendments, which resulted in the delay of the agreement processing. Staff received final determination from GMI 01/05/2023 and forwarded agreement for agency signature. Upon receipt, the next available BOS meeting is March 21, 2023. If the agreement is not approved, the project at the facility will not be completed and residents within the area will not benefit from needed facility improvements.

GMI Approves
AF 3/2/23

TO: COB, 3-8-23 (1)
VERS: 3
RJS:

MAR06'23AM1022 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-197
 Amendment No.: 01 AMS Version No.: 02
 Commencement Date: 01/01/2023 New Termination Date: 12/31/2023
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 25,000.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

***Funding Source(s) required: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG)**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Joel Gastelum/Joel Viers

Department: CWD

Telephone: 724-6750/724-6767

Department Director Signature: 

Date: 3/1/2023

Deputy County Administrator Signature: 

Date: 3/1/2023

County Administrator Signature: _____

Date: 3/3/2023

Pima County Department of Community and Workforce Development

Program: Arivaca Coordinating Council/Arivaca Human Resource Storage Facility
HUD CDBG Community Public Facility Activity (LMA)

Contractor: Arivaca Coordinating Council/Arivaca Human Resource Group, Inc.
P.O. Box 93
Arivaca, Arizona 85601

Contract No.: CT-CR-22-197

Contract Amendment No.: 01

Original Contract Term:	01/01/22-12/31/22	Orig. Contract Amount:	\$72,000.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	-0-
Termination Date This Amendment:	12/31/2023	This Amendment Amount:	\$25,000.00
		Total Amount:	\$97,000.00

Unique Entity Identifier: GLJ7FKJHWG52		SAM Registration Date: 06/02/2023	
Federal Contract No.: B-20-UW-04-0502			
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input type="checkbox"/> Federal	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Contractor:		<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Program Description	Nation Funding	Pima County Award
14.218	CARES Act Community Development Block Grant/Entitlement Communities (CDBG-CV) Round 3	FY20 \$1,987,576,954.00	FY20 \$2,814,965.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1.0 BACKGROUND AND PURPOSE.

- 1.1. Background. On July 6, 2021 the Pima County Board of Supervisors (the "Board") authorized inclusion of Subrecipient's proposal for use of CDBG-CV funds in the amended 2019-2020 Annual Action Plan that County submitted to HUD to obtain the CDG-CV funds. The Board also passed Resolution No. 2021-45 approving the allocation of \$72,000.00 of CDBG-CV funds to Subrecipient.
- 1.2. Purpose. The Pima County Board of Supervisors approved an allocation of County's CDBG-CV funds to Subrecipient in the amount of \$72,000.00 for Arivaca Coordinating Council/Arivaca Human Resource Group, Inc., Storage Facility Project.
 - 1.2.1. Subrecipient is required to complete storage facility improvement project to serve the Arivaca Community Development Target area. Due to the ongoing pandemic and increase in material costs, subrecipient is unable to complete all work as scheduled and more time and funding is required.
 - 1.2.2. Additional funding has been identified to address the increase in the project cost.

2.0 TERM, EXTENSIONS, AND AMENDMENTS. Pursuant to paragraph 2.1, and in recognition of the unforeseen circumstances and unavoidable delays caused by the ongoing pandemic, County exercises the first of four available Extension Options. This Agreement will terminate on **December 31, 2023.**

3.0 COMPENSATION AND PAYMENT, SECTION 5 is amended as follows:

3.1. Paragraph 5.1 is amended to change the maximum allocated amount:

FROM: \$72,000.00

TO: \$97,000.00

4.0 INSURANCE, SECTION 7 is amended as follows:

4.1. Insurance Coverages and Limits

4.1.1. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

4.2. Additional Coverage Requirements

4.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.

5.0 LAWS AND REGULATIONS, SECTION 9.5 is amended, adding as follows

5.1.1. Equal Employment for Federally Assisted Construction Contracts (E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.") For the purposes of the subsections to this section, 'contractor' refers to Subrecipient.

5.1.1.1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.1.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 5.1.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 5.1.1.4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.1.1.5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.1.1.6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.1.1.7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 5.1.1.7.1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.1.1.7.2. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings;

6.0 ADDING AS SECTION 38. FORCED LABOR OF ETHNIC UYGHURS. Pursuant to A.R.S. § 35-394, if Subrecipient engages in for-profit activity and has 10 or more employees, Subrecipient certifies it is not currently using, and agrees for the duration of this Subaward to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any subrecipients, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Subrecipient becomes aware during the term of the Subaward that the Company is not in compliance with A.R.S. § 35-394, Subrecipient must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

7.0 EXHIBIT A – SCOPE OF WORK. Except as set forth with specificity below, the provisions of Exhibit A (2 pages) of fully executed Agreement (12/29/21) remain in full force and effect.

7.1. **Section 9 - Budget** is deleted in its entirety and replaced with the following (on the following page):

BUDGET LINE ITEM	Demolition	Site Preparation	Prefabricated Storage Building	Electrical Improvements	TOTAL	Adjusted Direct Cost	Indirect Cost (10% de minimis)
Other: Contractual - Construction	\$7,000.00	\$24,000.00	\$59,000.00	\$7,000.00	\$97,000.00	(excluded from MTDC)	(excluded from MTDC)
					Total Direct Costs		\$97,000.00
					Modified Total Direct Costs (MTDC)		\$0.00
					Indirect Costs		\$0.00
					TOTAL BUDGET (Total Direct Costs + Total Indirect Costs)		\$97,000.00

SIGNATURE PAGE TO FOLLOW

All other provisions of the Agreement, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

The effective date of this amendment is January 1, 2023.

PIMA COUNTY

Chair, Board of Supervisors

DATE: _____

ATTEST:

Clerk of the Board

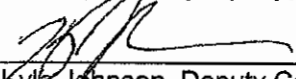
DATE: _____

APPROVED AS TO CONTENT:

Deputy 

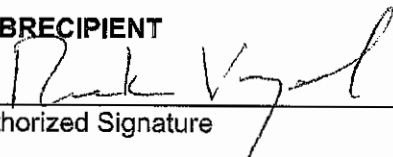
Director
Department of Community & Workforce
Development

APPROVED AS TO FORM:



Kyle Johnson, Deputy County Attorney

SUBRECIPIENT



Authorized Signature

Rick Vogel, President
Printed Name and Title

DATE: 1/23/2023